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TROUTBROOK COMPANY LLC D/B/A	:	
BROOKLYN 181 HOSPITALITY LLC	:	Case No.: 29-RC-216327
	:	
Employer,	:	
	:	
and	:	
	:	
NEW YORK HOTEL & MOTEL TRADES	:	
COUNCIL, AFL-CIO	:	
	:	
Intervenor-Cross Petitioner.	:	
	:	

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TABLE OF CONTENTS

	<u>Page</u>
FACTS	1
HTC Wins the First Election.....	1
First (and Second) Election Objections	3
HTC Wins the Rerun Election	4
STANDARD FOR REVIEW	5
ARGUMENT	5
I. THE BOARD SHOULD REJECT TROUTBROOK’S INVITATION TO RETROACTIVELY EVISCERATE THE BOARD’S LONGSTANDING “CRITICAL PERIOD” RULE.....	5
II. TROUTBROOK’S ATTACKS ON THE BOARD, REGION 22 (AND 29), AND THE HOTEL EMPLOYEES’ CHOICE SHOULD BE DISMISSED AS IMPROPER AND BASELESS	9
A. The Board’s 2015 Representation Case Rules Remain the Law in This Case, Even if Troutbrook Wishes Otherwise	9
B. Board Longstanding Policy of Limited Delay Pending AFL-CIO Article 20/21 Proceedings Also Remains Intact	10
C. Cancellation of the May 31, 2018 Election Date Was Troutbrook’s Own Fault, Had No Effect on the Second Election and Was Within the Region’s Discretion.....	11
D. Recycled Objection 12 Never Washed and Does Not Apply	12
III. TROUTBROOK FALLS FAR SHORT OF ANY “CLEAR SHOWING” SUPPORTING AN EXTRAORDINARY STAY	13
CONCLUSION.....	14

**OPPOSITION OF THE NEW YORK HOTEL & MOTEL TRADES
COUNCIL, AFL-CIO TO THE EMPLOYER'S REQUEST FOR REVIEW**

Petitioner New York Hotel & Motel Trades Council, AFL-CIO (“HTC” or “Union”) submits this brief and exhibits in opposition to the appeal of Employer Troutbrook Company LLC (“Troutbrook”) from the Decision on Objections to Rerun Election, And Certification of Representative dated September 24, 2018 (the “Regional Director’s Decision” or “RD”). For the reasons and upon the authority cited in the Regional Director’s Decision and below, the appeal should be dismissed as baseless.

FACTS

The election to which Troutbrook objects was held on September 6, 2018. RD, at 1-3. The Tally of Ballots showed that of 29 eligible voters, 18 cast ballots for Union representation and 8 against with no void or challenged ballots, a substantial majority, more than 2:1, for HTC. RD at 2-3. This tally culminated the effort by the Hotel’s employees to be represented by HTC despite the unlawful threats, promises and solicitation by Troutbrook’s owner, Mark Freud. Complaint and Notice of Hearing, *Troutbrook Co.*, 29-CA-221528 (August 30, 2018) (“Complaint”).

HTC Wins the First Election

The Hotel employees’ effort began on March 16, 2018 when, upon proper showing, HTC intervened in Region 29 proceedings commenced by Warehouse Production Sales & Allied Service Employees Union Local 811, AFL-CIO (“Warehouse Workers” or “Local 811”) on March 12, 2018. HTC represents over 35,000 hotel and related hospitality workers in the Greater New York area, primarily in New York City’s five boroughs. Warehouse Workers represents about 500 disparate employees. Form LM-3, Warehouse Production Sales and Allied Service Employees Union Local 811, available at <https://www.dol.gov/olms>. The “Employer” in these proceedings was The Waterford Hotel Group, Inc. (“Waterford”), managing the Hotel on behalf of Troutbrook,

which claimed to be entirely uninvolved and independent. Troutbrook Position Statement, attached hereto as Exhibit A.

On March 23, 2018, the President of the AFL-CIO, at the behest of Local 811, requested that Region 29 hold the Board proceedings in abeyance pending AFL-CIO proceedings under Articles 20/21 of its constitution. AFL-CIO Letter, attached hereto as Exhibit B. Region 29 acceded to Local 811's AFL-CIO request and adjourned the Region's proceedings for a period not to exceed forty (40) days, election to be held May 31, 2018 between Local 811, HTC and no union. Order Cancelling Hearing and NLRB Letter attached hereto as Exhibit C; Notice of Election attached hereto as Exhibit D.

On May 25, 2018, Troutbrook's owner Freud fired the employees' prior employer, Waterford. Waterford Letter, attached hereto as Exhibit E. Notice of this event came from Waterford, not Troutbrook or Freud, and four full days later on May 29, just two days prior to the election. *See id.* In the meantime, under cover of the Memorial Day weekend from May 26 to 28, Freud personally accosted bargaining unit employees while they worked, threatened them that even if they voted for HTC he would not bargain or work with HTC, promised that he would give all unit employees a raise and bonus if they instead voted for Local 811, warned them that there would be a strike if they chose HTC, and solicited work problems, promising to fix them if the employees voted for Local 811 and against HTC. Complaint at 6-10.

In light of the denial by Troutbrook of any relation or responsibility for the Hotel's workers, its failure to inform the Board and parties of its termination of Waterford, and the absence of Troutbrook's immediate notice of assumption of employer status, Region 29 postponed the scheduled May 31, 2018 election, over objection by HTC. Saltzman Email and Order Cancelling Election, attached hereto as Exhibits F and G, respectively. Warehouse Workers Local 811 filed

an amended petition on May 31, 2018, replacing Waterford with Troutbrook as “Employer.” RD at 1. On June 8, 2018, Region 29 rescheduled the election to June 26, 2018 pursuant to a Stipulated Election Agreement executed by Troutbrook, Local 811 and HTC. RD at 1. On June 26, 2018, of the 30 eligible employees, 19 voted for representation by HTC, 8 voted for Troutbrook’s Warehouse Workers and one voted for no union.¹ RD at 2.

First (and Second) Election Objections

Troutbrook filed 12 objections to the June 26 election on July 3, 2018, split between accusations against HTC and attacks on Region 29. Local 811 withdrew from these proceedings by email to the Board and parties on July 27, formally August 23, approved August 27, 2018. RD at 2; Local 811 Email, attached hereto as Exhibit H.

Troutbrook’s First Election Objections alleged that “*during the critical period*” (i.e. March 12 through June 26, 2018): HTC purportedly threatened and intimidated unit employees (FEO1-3), informed employees that the NLRB postponed the election petition because Troutbrook committed unlawful actions (FEO4), and HTC misstated Board law (FEO5).² Troutbrook then attacked the Board: for its decades old policy and practice of adjournment for no more than 40 days to AFL-CIO Article 20/21 proceedings (FEO6-7); “creating the impression” that HTC could “manipulate the Board’s processes” (FEO8); cancelling the May 31 election after Troutbrook fired the then “Employer” Waterford on May 25, sole notice to parties coming from Waterford on May 29, 2018 (FEO9); “providing an unfair advantage” to HTC by the above 6-9 (FEO10); adhering to its governing election Rules (FEO11); and issuing an incorrect Notice of Election and an incorrect

¹ Troutbrook’s Request for Review reverses the Tally, incorrectly stating that 8 votes were cast “for Intervenor” and 19 for “Petitioner.” As with all other facts and law, the Regional Director’s Decision is correct, Troutbrook is plain wrong.

² All denied by HTC, all rights reserved.

“corrected” Notice of Election for the First Election (FEO12). The incorrect Notice of Election listed Local 811 as the union but did not include HTC at all. The corrected notice included HTC as Intervenor but was allegedly posted late and listed afternoon voting to open 15 minutes earlier than the Stipulation, i.e. 2:00 pm rather than 2:15 pm. When an HTC representative noted this to the Board Agent and parties at about 1:55 pm, the Board agent opened the polls at 2:00 pm to avoid missing any voter.

Determining on August 3, 2018 that FEO12 raised substantial and material issues affecting the June 26 election, Region 22 set aside HTC’s victory in the First Election and therefore deemed all other First Election Objections moot. RD at 2. On August 27, Region 22 ordered the instant rerun election for September 6, 2018.

HTC Wins the Rerun Election

On September 6, 2018, Hotel employees again cast their ballots on representation by HTC, this time with no union as the alternative. Of 29 eligible employees, 18 voted for HTC and 8 for no union, with no void or challenged ballots. The notices were correct and timely posted. No one contended that HTC committed any misconduct between the dates of the first and second elections.

Nevertheless, on September 13, Troutbrook objected to the results of the rerun election on the identical grounds and offer of proof used in its Objections to the First Election. RD at 3-4.³ As stated by the Regional Director: “The Employer submitted and raised these EXACT SAME twelve (12) objections to conduct that it alleges affected the RERUN election . . .” as in the First Election Objections. RD at 3. “Further,” added the Regional Director, “the Employer’s submitted Offer of Proof and supporting exhibits accompanying its September 13 objections indicates that,

³ The sole difference between the First and Second Objections, immaterial in any event, is that Second Election Objection 12 does not include the First Election’s incorrect Notice of Election.

with respect to Objections No. 1-10 (inclusive) and 12, the *Employer is relying exclusively on evidence of allegedly objectionable conduct* by Petitioner [now HTC] and NLRB Region 29 *that occurred during the critical period prior to the first election.*” RD at 4 (emphasis added, except as to “first”). The Regional Director also dismissed Troutbrook’s repeat Objection 11 to the Board’s 2015 election rules as baseless in law or fact. RD at 5. Accordingly, since Troutbrook’s objections raised no substantial and material issues affecting the rerun election, the Regional Director dismissed all the objections and certified HTC as representative of the Hotel’s employees. RD at 5. Troutbrook appealed.

STANDARD FOR REVIEW

A party challenging a Regional Director’s denial of objections to an election and certification of representation must show “substantial issues” and “compelling reasons.” Denial of Request for Review, *East Valley Glendora Hospital*, 31-RC-219293 (October 4, 2018); 29 CFR 102.67(d). On undisputed fact and law, Troutbrook shows neither. Furthermore, “the burden of proof on parties seeking to have a Board-supervised election set aside is a heavy one.” *Delta Brands, Inc.*, 344 NLRB 252, 253 (2005) (quoting *Kux Mfg. Co. v. NLRB*, 890 F.2d 804, 808 (6th Cir. 1989)). Troutbrook falls far short of meeting this elevated burden.

ARGUMENT

I.

THE BOARD SHOULD REJECT TROUTBROOK’S INVITATION TO RETROACTIVELY EVISCERATE THE BOARD’S LONGSTANDING “CRITICAL PERIOD” RULE

Since 1966, the Board has consistently held and applied the bright line rule that, “the critical period for the second election begins running from the date of the first election” and conduct preceding that critical period cannot be a substantial or compelling ground for even

considering rerun election objections. *The Singer Co.*, 161 NLRB 956 n. 2 (1966); *see also Star Kist Caribe, Inc.*, 325 NLRB 304 (1998); *Times Wire & Cable Co.*, 280 NLRB 19, 20 n. 10 (1986). Troutbrook concedes this rule. The Regional Director expressly applied this rule; he cited the above precedent, and noted that “the Employer has failed to submit evidence of any objectionable conduct that occurred during the critical period for the rerun election herein. . . .” RD at 4. Accordingly, applying over a half-century of Board practice and precedent, the Regional Director’s fidelity to Board precedent should be affirmed and this appeal should be dismissed.

Troutbrook, however, posits a self-discovered exception bereft of legal support or urges the Board to create one from whole cloth and retroactively. Troutbrook speculates that the effects (as opposed to actual conduct) of allegations from the critical period for the first election (as opposed to the second election) lingered into the rerun election critical period, warranting the second round of identical Objections. Troutbrook’s argument fails at law and logic, and destroys the critical period rule altogether.

First, the bright line critical period rule has prevailed for decades through Board panel after Board panel regardless of politics, because it prevents the endless rerun of multiple elections on recycled grounds inimical to fair administration and employee choice. Indeed, a line by line comparison of the First and Second Objections confirms they are exactly word for word the same. Impartial application of the critical period rule to preclude such mischief, whether applied to employer or union objections, and consistent with reliance thereon by the labor-management community, more than suffices to dismiss Troutbrook’s ad hoc proposal.

Second, Troutbrook cites no proof nor Board decision in support of exploding half century binding precedent, because none exists. Board decisions consistently apply the bright line rule and Troutbrook cites no contrary case. *See, e.g., Baddour, Inc.*, 303 NLRB 275, 280 (1991) (Board

sets aside rerun election based on employer grant of benefits, threats of strike and job loss during the critical period of the second election, without regard to prior employer misconduct in the first election); *Regency Elecs., Inc.*, 215 NLRB 847, 850 (1974) (same, ALJ explaining, “[a]s the cutoff date for consideration of objectionable conduct in this case was . . . the date of the first election, and since there is no evidence that [objectionable] charter-membership were referred to thereafter, I find reliance thereon as a basis for challenging the second election to be time-barred under long-established Board policy”); *Times Wire & Cable Co.*, *supra* (same, stressing, “[w]e hold that the second election should be set aside and a third directed only on the basis of Respondent’s . . . conduct which occurred during the critical period for the second election”); *Star Kirst Caribe*, *supra* (material objectionable conduct occurred September 1966, after first election June 1966 and before rerun in December 1966). Indeed, cases Troutbrook cites for general propositions counter, rather than support, its argument. The Board in *General Shoe Corp.*, applied the “laboratory conditions” model to set aside a single election but observed that “the Board has exercised this power sparingly” because absent “excessive acts employees can be taken to have expressed their true convictions in the secrecy of the polling booth. . . .” 77 NLRB 124, 126-27 (1948). Similarly, the Board set aside a single election in *United Broad. Co. of New York*, based on union threats during that sole election’s critical period. 248 NLRB 403 (1980). These cases weigh in favor, not against, honoring the Hotel employee’s true convictions as expressed in the secrecy of the second election’s polling booth.

Moreover, as noted by the Regional Director and uncontested by Troutbrook, Troutbrook introduced no proof that the Union engaged in any misconduct from the date of the first election to the date of the rerun election. Rather, Troutbrook relies exclusively on its offer of proof from the first election. RD at 4. But that proof, by Troutbrook’s own pleading, relates to the “critical

period” preceding the June 26 election, not the instant September 6 rerun election, and cannot be repackaged beyond its expired shelf-life because, by law, separate critical periods govern the initial and rerun elections. Moreover, even if Troutbrook’s argument was not absolutely barred by the critical period rule, Troutbrook offers no proof of any lingering effect, only speculation. Troutbrook’s speculation of lingering effects is only that, and speculation cannot replace proof, let alone upend precedent, practice and decisive employee votes.

Finally, Troutbrook’s “unremedied” argument likewise fails. Troutbrook again cites no supporting Board decision. Troutbrook again speculates without proof that its allegations from the first critical period remain unremedied despite the radical relief of a rerun election and a new critical period. As to all the first election objections, Region 22’s rerun election signaled to all the Board’s exceedingly zealous protection of employee free choice, regardless of the party that might be alleged to adversely affect that freedom. Certainly, rerunning an election decisively won by HTC demonstrated no tolerance for actions if taken, though denied, by HTC. Indeed, Troutbrook’s contention throughout its Objections that HTC and/or Region 29 created an impression (in the first election critical period) that HTC “controlled” the NLRB makes no sense in that period, and certainly not in the second election critical period, after the Board had dramatically proven the opposite by setting aside HTC’s decisive first election win. Similarly as to Objections 6-10 and 12 concerning Region 29 conduct, Region 22’s notice of rerun election and actual rerun due to Region 29’s error cured those alleged errors, and cannot be the basis for a recycled attack on and disqualification of Region 22.

The Hotel’s employees exercised their free choice on September 6, 2018, a second time. The critical period rule protects that choice. Their consistent choice should now be honored.

II.

TROUTBROOK'S ATTACKS ON THE BOARD, REGION 22 (AND 29), AND THE HOTEL EMPLOYEES' CHOICE SHOULD BE DISMISSED AS IMPROPER AND BASELESS

Roiling in its animus to employee choice by its employees, and in general, Troutbrook turns its repeat Objections 6-12 against the Board and its Regions. The Board has consistently rejected such attacks, and they are baseless here as well.

A. The Board's 2015 Representation Case Rules Remain the Law in This Case, Even if Troutbrook Wishes Otherwise

The Regional Director's Decision at page 5 dismissing recycled Objection 11 aptly states the governing law of this case, consistently applied by this Board, which HTC incorporates by reference. *See also* Denial of Request for Review, *East Valley Glendora Hospital*, 31-RC-219293, n. 1 (the 2015 Rules applied by Chairman Ring and Members McFerran and Kaplan; Chairman Ring and Member Kaplan noting application regardless of agreement or not); Denial of Request for Review, *Garda CL Southwest*, 14-RC-209886 (August 21, 2018), n. 1 (same, Chairman Ring and Member Kaplan further noting the need for "regional directors' discretion to excuse" certain errors and observing "[a]t minimum, a third election is an additional expense . . ." and at most, "a potential frustration of the employees' free choice regarding union representation"); Denial of Request for Review, *Metro Ambulance Services, Inc.*, 10-RC-20822, n. 1 (July 17, 2018) (same, "[f]or institutional reasons").

In addition to the Rules remaining governing law in this case, the Regional Director added that, in any event, "the Employer has presented no specific evidence that its due process or First Amendment rights were abridged" here. RD at 5. Nor does Troutbrook create any specific nexus between the Rules and adverse employee choice. Troutbrook's lament against producing "voluminous information" under the 2015 Rules is ludicrous, applied here to a unit of no more

than 30 voters in a different election. Likewise, HTC possibly using information under existing law merely means employees enjoyed plenty of time to deliberate and make their choice. Under law, that choice should now be honored.

**B. Board Longstanding Policy of Limited Delay Pending
AFL-CIO Article 20/21 Proceedings Also Remains Intact**

As with Troutbrook's other attacks on the Board, its Regions and its rules and procedures, limited delay pending AFL-CIO internal Article 20/21 proceedings has long been honored by the Board, and supports no substantial and material objection here. *See VFL Tech. Corp.*, 332 NLRB 1443, 1444 (2000) (AFL-CIO procedure upheld as "a process long recognized and accorded deference by the Board," citing Case Handling Manual (Part Two), Representation Proceedings, Section 11017 et seq., in no way inimical to employee choice); *See also* NLRB Memorandum OM-89-61 (June 5, 1989). Moreover, Troutbrook cites no specific evidence of harm in this election. Further, the Board's policy merely affords one of two unions its rights to disclaim interest since a union cannot be forced to represent a unit it disclaims; employees' choice between the interested union and no union remains unimpaired. Indeed, in this case, the Hotel's employees initially chose between Local 811 and HTC in the first election where the policy applied, Local 811 disclaimed interest in the second election, and those employees who first voted for Troutbrook's chosen union apparently merely shifted their eight votes to Troutbrook in the second. Finally, Local 811 (Troutbrook's favorite) invoked AFL-CIO procedure, not HTC. Troutbrook should not be heard to cynically condemn the action of its choice of representative to the detriment of HTC and frustration of the innocent employees' rightful choice of theirs.

**C. Cancellation of the May 31, 2018 Election Date
Was Troutbrook's Own Fault, Had No Effect on
the Second Election and Was Within the Region's Discretion**

This Objection (4, 9-11 according to Troutbrook) suffers the same fatal wounds of Troutbrook's others - the act occurred during the first election critical period, Troutbrook offered no evidence as opposed to speculation of any effect in the second election and, here, Troutbrook contributed to if not caused the act it now attacks. Troutbrook fired Waterford, the Hotel employees' "Employer" of record, without prior notice to the Board or parties, just before the Memorial Day holiday weekend and upcoming election only days away. Troutbrook had always denied any responsibility for the Hotel employees. Exhibit A. Troutbrook could have avoided any confusion by prior agreement with the Board and parties, but deliberately did not, the better to exploit the holiday weekend for unlawful threats and promises. Thus, Troutbrook should not be heard to complain of its self-inflicted wounds, if indeed any harm to Troutbrook exists at all.

But no harm to Troutbrook exists at all. The cases cited by Troutbrook merely evidence that employer successorship for election purposes is not assumed, contrary to Troutbrook's errant premise, but rather is determined by the Board, often after more delay and formality than occurred here. *See, e.g., Sindicato Puertorriqueno de Trabajadores*, 184 NLRB 538, n. 3 (1970) (successorship determined after trial); *Texas Eastman Co.*, 175 NLRB 626 (1969) (Board issued Notice to Show Cause on March 26, 1968 why successor employer should not be substituted into Direction of Election, decided by Board panel one year later); *Baker Automation, Inc.*, 132 NLRB 794 (1961) (same); *New Laxton Coal Co.*, 134 NLRB 927 (1961) (same); *Georgia Creosoting Corp.*, 133 NLRB 349 (1961) (election postponed indefinitely pending Board determination of successorship); *Allan W. Fleming, Inc.*, 91 NLRB 612 (1950) (successor substituted into Direction of Election after almost three month Board proceeding); *Pacific Tankers, Inc.*, 84 NLRB 965

(1949) (same). Thus, the confusion caused by Troutbrook could not pose a substantial and material issue to set aside even the first election, and certainly not the rerun.

Finally, Troutbrook's speculation that Local 811 had acquired but then lost majority support implies only that maybe, possibly *Troutbrook* may have lost representation by *its chosen* union in the first election, but bears not at all on the employees' overwhelming valid choice of HTC as their representative in the second.

D. Recycled Objection 12 Never Washed and Does Not Apply

Troutbrook's cynical argument that an aspect of recycled Objection 12 – Region 29's opening of the first election polls 15 minutes earlier to conform to the first election notice seen by employees – fails on several scores. First, of course, Troutbrook already attributed this conduct to the first election critical period; an act cannot occur in both. Second, common sense reasons that counting the rerun critical period from the date of the first election means that date after close of the time of the first election. Otherwise, the same act could invalidate both first and second elections at once, rendering a rerun defunct at birth and the process a meaningless exercise. Finally, an HTC agent's adept suggestion to reopen the polls in accordance with the notice given employees for afternoon voting, to which Troutbrook's counsel did not then object, actually assured a full vote (for HTC, Troutbrook, and most importantly, all the employees) because it avoided the risk that a voter might arrive in time for the first election notice, turn away from the closed polling door, and never return. Region 29's opening voting 15 minutes early for the afternoon session of the first election, in accordance with the first election notice, thus fulfilled the Board's mission for the first election and, in any event, certainly offers no basis for rejecting the employees' overwhelming choice in the second.

III.

TROUTBROOK FALLS FAR SHORT OF ANY “CLEAR SHOWING” SUPPORTING AN EXTRAORDINARY STAY

Troutbrook requests a stay of certification to avoid, in its words, “meaningless bargaining.” Board Rule Section 102.67(j)(2) requires a “clear showing” for such radical suffocation of employee choice and their right to bargain. Troutbrook’s arguments completely fail that stringent showing.

First, on their face and as discussed above, all Troutbrook’s arguments posit destruction of Board rules and procedures, whether the critical period bright line, or the 2015 Election Rules, or decades’ old Board practice concerning AFL-CIO Articles 20/21, or Board discretion and procedure to determine successorship, or even affording employees the right to vote untrammelled by a blocked door. Troutbrook’s attacks on Board rules and procedures cannot meet the clear showing required by Board procedure to interfere with employee choice, especially since all the arguments relate to the first election, not the instant one, lack proof for this election, and run contrary to existing law. Indeed, Troutbrook’s “clear showing” provides a textbook example why a stay should be denied under Section 102.67(j).

Second, Troutbrook cites no Board decision for support. A complete absence of legal support cannot constitute a clear showing.

Third, inasmuch as the Objections have been and should be dismissed, no stay should apply.

Fourth, and finally, good faith bargaining is never “meaningless.” Whatever Troutbrook may plan, HTC will bargain for the rights of all unit employees in good faith. Troutbrook should try to honor its obligations to its employees, not stay them. The results may well be meaningful, just as the Act intends.

CONCLUSION

For the reasons and upon the authority cited above and in the Decision of the Regional Director, Troutbrook's appeal from the Regional Director's Decision to certify HTC as the Hotel employees' representative should be dismissed and the certification affirmed, together with whatever further relief the Board deems fair and reasonable.

Dated: New York, New York
October 16, 2018

Respectfully submitted,

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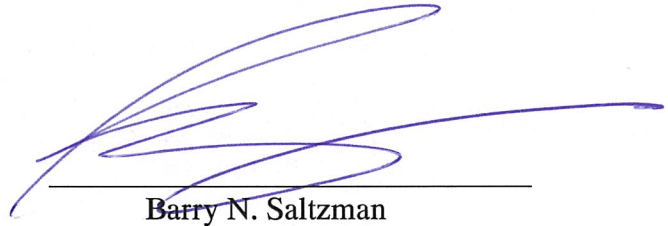
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 16, 2018, I caused to be served a copy of Intervenor New York Hotel & Motel Trades Council's Opposition to the Employer's Request for Review by efilng the document through the NLRB's website and via electronic mail on the following:

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Dated: New York, New York
October 16, 2018



Barry N. Saltzman

EXHIBIT A

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STATEMENT OF POSITION

DO NOT WRITE IN THIS SPACE

Case No.
29-RC-216327

Date Filed

INSTRUCTIONS: Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.

Note: Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7. In RM cases, the employer is NOT required to respond to items 3, 5, 6, and 8a-8e below.

1a. Full name of party filing Statement of Position:

Marc Freud, as individual

1c. Business Phone:

1e. Fax No.:

1b. Address (Street and number, city, state, and ZIP code):

914 Hartford Turnpike PO Box 715, Waterford, CT 06385

1d. Cell No.:

1f. e-Mail Address:

646-721-1730

2. Do you agree that the NLRB has jurisdiction over the Employer in this case? ☐ Yes ☐ No

(A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)

3. Do you agree that the proposed unit is appropriate? ☐ Yes ☐ No (If not, answer 3a and 3b.)

a. State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards.)

b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit.
Added: Excluded:

4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility.

5. Is there a bar to conducting an election in this case? ☐ Yes ☐ No If yes, state the basis for your position.

6. Describe all other issues you intend to raise at the pre-election hearing.

The petition names Marc Freud as the employer representative, which is incorrect. The Petitioner lists Fairfield by Marriott as a joint employer which is incorrect. Fairfield by Marriott is merely a brand name, and neither Marc Freud nor Fairfield is a joint employer.

7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at

<http://www.nlrb.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015>

(a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B)

(b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be excluded from the proposed unit to make it an appropriate unit. (Attachment D).

8a. State your position with respect to the details of any election that may be conducted in this matter. Type: ☐ Manual ☐ Mail ☐ Mixed Manual/Mail

8b. Date(s):

N/A

8c. Time(s):

N/A

8d. Location(s):

N/A

8e. Eligibility Period (e.g. special eligibility formula):

N/A

8f. Last Payroll Period Ending Date:

N/A

8g. Length of payroll period

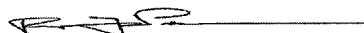
☐ Weekly ☐ Biweekly
☐ Other (specify length)

9. Representative who will accept service of all papers for purposes of the representation proceeding

9a. Full name and title of authorized representative

Raymond J. Pascucci

9b. Signature of authorized representative



9c. Date

3/23/18

9d. Address (Street and number, city, state, and ZIP code)

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(315)218-8100

9h. Cell No.:

**WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

NATIONAL LABOR RELATIONS BOARD

QUESTIONNAIRE ON COMMERCE INFORMATION*Please read carefully, answer all applicable items, and return to the NLRB Office.**If additional space is required, please add a page and identify item number.*

CASE NAME

Fairfield Inn & Suites by Marriott & The Waterford Hotel Group as a joint employer

CASE NUMBER

29-RC-216327

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

N/A

2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION OR LLC

A. STATE OF INCORPORATION OR FORMATION B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed)

7A. PRINCIPAL LOCATION

7B. BRANCH LOCATIONS

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL

B. AT THE ADDRESS INVOLVED IN THIS MATTER

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR FY DATES

YES

NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State?

If no, indicate actual value.

B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State?

If no, indicate the value of any such services you provided.

C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount.D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount.E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount.H. **Gross Revenues** from all sales or performance of services (Check the largest amount):☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months**? If yes, specify date:

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYEE GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group)

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME

TITLE

E-MAIL ADDRESS

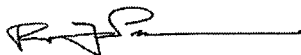
TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE

Raymond J. Pascucci

SIGNATURE



E-MAIL ADDRESS

PascucR@bsk.com

DATE

3/23/18

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

EXHIBIT B



AFL-CIO

AMERICA'S UNIONS

American Federation
of Labor and
Congress of Industrial
Organizations

815 16th St., NW
Washington, DC 20006

202-637-5000

aflcio.org

EXECUTIVE COUNCIL

RICHARD L. TRUMKA
PRESIDENT

ELIZABETH H. SHULER
SECRETARY-TREASURER

TEFERE A. GEBRE
EXECUTIVE VICE PRESIDENT

Michael Sacco
Robert A. Scardelletti
Harold Schaltberger
Clyde Rivers
Cecil Roberts
Leo W. Gerard
Gregory J. Juremann
Fred Redmond
Matthew Loeb
Randi Weingarten
Frederic V. Rolando
Diane Woodard
Newton B. Jones
D. Michael Langford
Baldemar Velasquez
James Boland
Bruce R. Smith
Lee A. Saunders
Terry O'Sullivan
Lawrence J. Hanley
Loretta Johnson
James Callahan
DeMaurice Smith
Sean McGarvey
J. David Cox
David Durkee
D. Taylor
Kenneth Rigmalden
Stuart Appelbaum
Harold Daggett
Bhadravi Desai
Paul Rinaldi
Mark Diamondstein
Dennis D. Williams
Cindy Estrada
Capt. Timothy Canoll
Sara Nelson
Lori Pelletier
Marc Perrone
Jorge Ramirez
Eric Dean
Joseph Sellers Jr.
Christopher Shelton
Lonnie R. Stephenson
Richard Lantigan
Robert Martinez
Gabrielle Carteris
Mark McManus
Elissa McBride
John Samuels
George E. McCubbin III
Vonda McDaniel
Gwen Mills
Charles Wolkanech
Bonnie Castillo

Via First Class Mail and Electronic Mail

March 28, 2018

Gary Shinnars, Executive Secretary
National Labor Relations Board
1099 Fourteenth Street N.W.
Washington, D.C. 20570-0001

RE: Case No. 29-RC-216237

Dear Executive Secretary Shinnars:

Two affiliates of the AFL-CIO, the International Union of Allied, Novelty and Production Workers and UNITE HERE affiliate, the New York Hotel & Motel Trades Council, are engaged in a dispute involving the representation of the employees of the Fairfield Inn & Suites by Marriott in Brooklyn, New York. We understand that a petition has been filed in this case (Case No. 29-RC-216237).

This is to request that action by your office be held in abeyance so that we can try to settle the matter under the Article XXI Procedures of the AFL-CIO Constitution.

Your prompt cooperation would be most appreciated.

Sincerely,

Richard L. Trumka
President

cc: Mark Spano, President, IUANPW
D. Taylor, President, UNITE HERE!
Peter Ward, President, New York Hotel & Motel Trades Council

EXHIBIT C

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

**FAIRFIELD INN & SUITES BY MARRIOTT &
THE WATERFORD HOTEL GROUP AS JOINT
EMPLOYERS**

Employers

and

Case 29-RC-216327

**WAREHOUSE PRODUCTION SALES & ALLIED
SERVICE EMPLOYEES UNION LOCAL 811**

Petitioner

and

**NEW YORK HOTEL & MOTEL TRADES
COUNCIL**

Intervenor

ORDER CANCELLING HEARING AND HOLDING CASE IN ABEYANCE

On March 12, 2018, Warehouse Production Sales & Allied Service Employees Union Local 811, AFL-CIO (the Petitioner) filed a petition seeking to represent certain employees of Fairfield Inn & Suites by Marriot & the Waterford Hotel Group, as joint employers (the Employers). New York Hotel & Motel Trades Council, AFL-CIO (the Intervenor) intervened on the basis of a showing of interest.

On March 23, 2018, the Petitioner requested that the instant proceeding be held in abeyance pursuant to Section 11018.2 National Labor Relations Board Casehandling Manual – Representation Proceedings.

Accordingly,

IT IS ORDERED that the petition be held in abeyance pursuant to Section 11018.2 pending the processing of Article XXI of the AFL-CIO Constitution.

IT IS FURTHER ORDERED that the Notice of Representation Hearing previously issued in this matter is withdrawn and the hearing currently scheduled for March 26, 2018, is cancelled.

Dated: March 23, 2018

A handwritten signature in dark ink, appearing to read "Nancy Reibstein", is written over a horizontal line.

NANCY K. REIBSTEIN
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838



United States Government

NATIONAL LABOR RELATIONS BOARD

Office of the Executive Secretary

1015 Half Street, SE

Washington, DC 20570

Telephone: 202-273-1736

Fax: 202-273-4270

leigh.reardon@nrlrb.gov

www.nrlrb.gov

March 30, 2018

*Re: Fairfield Inn & Suites by Marriott & The Waterford Hotel Group, as a joint employer
Case 29-RC-216327*

Richard L. Trumka, President
AFL-CIO
815 16th Street, NW
Washington, DC 20006

Kathy Drew-King, Regional Director
Nancy Reibstein, Regional Attorney
United States Government
National Labor Relations Board
Region 29
Two MetroTech Center
100 Myrtle Avenue, Suite 5100
Brooklyn, NY 11201-4201
Ph: 718-330-7713

Gentlepersons:

By letter dated March 28, 2018, Richard L. Trumka, President of the American Federation of Labor and Congress of Industrial Organizations, notified Gary Shinnars, the Board's Executive Secretary, that two affiliates of the AFL-CIO--the International Union of Allied, Novelty and Production Workers and UNITE HERE affiliate, the New York Hotel & Motel Trades Council--are engaged in a dispute involving the representation of employees of the Fairfield Inn & Suites by Marriott in Brooklyn, New York. Mr. Trumka requested that the processing of the representation petition in Case 29-RC-216327 be held in abeyance to permit the two Unions to attempt to settle the matter under the Article XXI Procedures of the AFL-CIO Constitution.

Pursuant to Board policy, consistent with Section 11018.2 of the NLRB Casehandling Manual, Part Two, Representation Proceedings, further processing of the petition in this case will be suspended for 40 days from the date of this letter to enable the internal union dispute resolution procedures to be utilized. Accordingly, the Executive Secretary's Office is requesting that the Regional Director of Region 29 suspend processing of the petition for a period not to exceed 40 calendar days or until the Article XXI proceeding is concluded, whichever comes first. The Regional Director should so notify the parties and other persons involved that, pursuant to the Board's

policy with respect to Article XXI, formal processing of the petition has been suspended for a period not to exceed 40 calendar days, absent further communication from the Regional Office.

The Board requests that the AFL-CIO advise the Executive Secretary's Office and the Regional Director for Region 29 of the outcome of the Article XXI procedures, as soon as that information is available.

Very truly yours,

/s/ Leigh A. Reardon
Associate Executive Secretary

cc: General Counsel's Division of Operations Management
Parties

EXHIBIT D



United States of America
National Labor Relations Board
NOTICE OF ELECTION



PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by SECRET ballot under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Electioneering will not be permitted at or near the polling place. Violations of these rules should be reported immediately to an NLRB agent. Your attention is called to Section 12 of the National Labor Relations Act which provides: ANY PERSON WHO SHALL WILLFULLY RESIST, PREVENT, IMPEDE, OR INTERFERE WITH ANY MEMBER OF THE BOARD OR ANY OF ITS AGENTS OR AGENCIES IN THE PERFORMANCE OF DUTIES PURSUANT TO THIS ACT SHALL BE PUNISHED BY A FINE OF NOT MORE THAN \$5,000 OR BY IMPRISONMENT FOR NOT MORE THAN ONE YEAR, OR BOTH.

ELIGIBILITY RULES: Employees eligible to vote are those described under the VOTING UNIT on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off, and also include employees in the military service of the United States who appear in person at the polls. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election are *not* eligible to vote.

SPECIAL ASSISTANCE: Any employee or other participant in this election who has a handicap or needs special assistance such as a sign language interpreter to participate in this election should notify an NLRB Office as soon as possible and request the necessary assistance.

PROCESS OF VOTING: Upon arrival at the voting place, voters should proceed to the Board agent and identify themselves by stating their name. The Board agent will hand a ballot to each eligible voter. Voters will enter the voting booth and mark their ballot in secret. **DO NOT SIGN YOUR BALLOT.** Fold the ballot before leaving the voting booth, then personally deposit it in a ballot box under the supervision of the Board agent and leave the polling area.

CHALLENGE OF VOTERS: If your eligibility to vote is challenged, you will be allowed to vote a challenged ballot. Although you may believe you are eligible to vote, the polling area is not the place to resolve the issue. Give the Board agent your name and any other information you are asked to provide. After you receive a ballot, go to the voting booth, mark your ballot and fold it so as to keep the mark secret. **DO NOT SIGN YOUR BALLOT.** Return to the Board agent who will ask you to place your ballot in a challenge envelope, seal the envelope, place it in the ballot box, and leave the polling area. Your eligibility will be resolved later, if necessary.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the voting place and at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:

Those eligible to vote are: All full-time and regular part-time front-desk employees, housemen/bellmen, housekeepers, laundry attendants and food and beverage employees employed by The Waterford Hotel Group, Inc. at 181 3rd Avenue, Brooklyn, New York, during the payroll period ending May 12, 2018.



EMPLOYEES NOT ELIGIBLE TO VOTE:

Those not eligible to vote are: Executive management, sales personnel, fire safety directors, all other employees including guards and supervisors, as defined by the National Labor Relations Act.

DATE, TIME AND PLACE OF ELECTION

Thursday, May 31, 2018	6:45 a.m. to 8:15 a.m. and 2:00 p.m. to 4:45 p.m.	Hotel lower level conference room located at 181 3rd Ave, Brooklyn, NY
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EMPLOYEES ARE FREE TO VOTE AT ANY TIME THE POLLS ARE OPEN.

 <div style="text-align: center;">UNITED STATES OF AMERICA ESTADOS UNIDOS DE AMERICA National Labor Relations Board Junta Nacional De Relaciones Del Trabajo 29-RC-216327 OFFICIAL SECRET BALLOT PAPELETA SECRETA OFICIAL For certain employees of Para Ciertos Empleados De THE WATERFORD HOTEL GROUP, INC.</div> 		
Do you wish to be represented for collective-bargaining purposes by WAREHOUSE PRODUCTION SALES & ALLIED SERVICE EMPLOYEES UNION, LOCAL 811, AFL-CIO , or NEW YORK HOTEL & MOTEL TRADES COUNCIL, AFL-CIO , or neither? ¿Desea usted ser representado para los fines de negociar colectivamente por WAREHOUSE PRODUCTION SALES & ALLIED SERVICE EMPLOYEES UNION, LOCAL 811, AFL-CIO , o NEW YORK HOTEL & MOTEL TRADES COUNCIL, AFL-CIO , o ninguno?		
MARK AN "X" IN THE SQUARE OF YOUR CHOICE MARQUE CON UNA "X" DENTRO DEL CUADRO DE SU SELECCION		
WAREHOUSE PRODUCTION SALES & ALLIED SERVICE EMPLOYEES UNION, LOCAL 811, AFL-CIO	NEITHER NINGUNO	NEW YORK HOTEL & MOTEL TRADES COUNCIL, AFL-CIO
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div>
<p>DO NOT SIGN THIS BALLOT. Fold and drop in the ballot box. NO FIRME ESTA PAPELETA. Dóblela y deposítela en la urna electoral.</p> <p>If you spoil this ballot, return it to the Board Agent for a new one. Si usted daña esta papeleta devuélvala al Agente de la Junta y pídale una nueva.</p> <p>The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.</p> <p>La Junta Nacional de Relaciones del Trabajo no respalda a ninguna de las opciones en esta elección. Cualquier marca que se pueda ver en cualquier muestra de la papeleta no fue hecha por la Junta Nacional de Relaciones del Trabajo.</p>		



United States of America
National Labor Relations Board
NOTICE OF ELECTION



RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or the mail ballots are dispatched in a mail ballot election
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law.

Anyone with a question about the election may contact the NLRB Office at (718)330-7713 or visit the NLRB website www.nlrb.gov for assistance.

EXHIBIT E



Seyfarth Shaw LLP

620 Eighth Avenue

New York, New York 10018

(212) 218-5500

fax (212) 218-5526

www.seyfarth.com

Writer's direct phone
(212) 218-3502

Writer's e-mail
gsmith@seyfarth.com

May 29, 2018

VIA E-MAIL & FIRST CLASS MAIL

Sarah Hurley
Board Agent
National Labor Relations Board, Region 29
Two MetroTech Center, Fifth Floor
Brooklyn, New York 11201-3838
Sarah.Hurley@nlrb.gov

Re: 29-RC-216327

Dear Sarah:

As you are aware, we represent The Waterford Hotel Group ("Waterford"). Please be advised that effective as of 2:00 pm on Friday May 25, 2018, Waterford has ceased having managerial and employer control of the employees in the petitioned for unit and, as of that time, ceased being an Employer under the Act. Please contact counsel for the owner of the property, Ray Pascucci (rpascucci@bsk.com) and Terry O'Neil (toneil@bsk.com) of Bond, Schoeneck and King, for information regarding the entity that has assumed control for same.

Very truly yours,

SEYFARTH SHAW LLP

/s/ Glenn J. Smith

Glenn J. Smith

cc: Ray Pascucci Esq.
Terry O'Neil Esq.
J. Warren Mangan, Esq.
Barry Saltzman Esq.
Howard M. Wexler Esq.

46551446v.1

WASHINGTON, D.C.
SYDNEY
SHANGHAI
SAN FRANCISCO
SACRAMENTO
NEW YORK
MELBOURNE
LOS ANGELES
LONDON
HOUSTON
HONG KONG
CHICAGO
BOSTON
ATLANTA

EXHIBIT F

Andrew D. Midgen

From: Barry N. Saltzman
Sent: Wednesday, May 30, 2018 3:27 PM
To: Hurley, Sarah N.
Cc: Martin, Gideon; Andrew D. Midgen
Subject: RE: Waterford Hotel Group, 29-RC-216327

Good afternoon Sarah. Election tomorrow on or off? Hope on for reasons expressed. If not, when – Tuesday? Thanks for your efforts.

Barry N. Saltzman, Esq.
Pitta LLP
120 Broadway, 28th Floor
New York, New York 10271
bsaltzman@pittalaw.com
212-652-3827 Direct
212652-3891 Fax

From: Barry N. Saltzman
Sent: Tuesday, May 29, 2018 10:15 AM
To: 'Hurley, Sarah N.' <Sarah.Hurley@nlr.gov>
Cc: 'Martin, Gideon' <gmartin@nyhtc.org>; Andrew D. Midgen <amidgen@pittalaw.com>
Subject: FW: Waterford Hotel Group, 29-RC-216327

Good morning Sarah. Hope you had a restful Memorial Day weekend. I called a few minutes ago regarding the attached and left message. Please give me a call when you get a chance. Thanks and welcome back.

Barry N. Saltzman, Esq.
Pitta LLP
120 Broadway, 28th Floor
New York, New York 10271
bsaltzman@pittalaw.com
212-652-3827 Direct
212652-3891 Fax

From: Wexler, Howard [<mailto:HWexler@seyfarth.com>]
Sent: Tuesday, May 29, 2018 7:18 AM
To: Sarah.Hurley@nlr.gov
Cc: Pascucci, Raymond J. <PascucR@bsk.com>; O'Neil, Terence <oneilt@bsk.com>; ocmlawyers@aol.com; Barry N. Saltzman <bsaltzman@pittalaw.com>; Smith, Glenn J. <GSmith@seyfarth.com>
Subject: Waterford Hotel Group, 29-RC-216327

Good morning,

Please see the attached.

Regards,

Howie

Howard M. Wexler | Partner | Seyfarth Shaw LLP
620 Eighth Avenue | New York, New York 10018-1405
Direct: +1-212-218-3332 | Fax: +1-917-344-1314
hwexler@seyfarth.com | www.seyfarth.com



SEYFARTH
SHAW

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EXHIBIT G

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

THE WATERFORD HOTEL GROUP, INC.

Employer

and

Case 29-RC-216327

**WAREHOUSE PRODUCTION SALES & ALLIED
SERVICE EMPLOYEES UNION LOCAL 811**

Petitioner

and

**NEW YORK HOTEL & MOTEL TRADES
COUNCIL**

Intervenor

ORDER CANCELING ELECTION

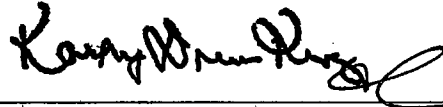
On May 18, 2018, the undersigned Regional Director of Region 29 of the National Labor Relations Board (Region) issued a Decision and Direction of Election (DDE) directing an election among all full-time and regular part-time front desk employees, housemen/bellmen, housekeepers, laundry attendants and food and beverage employees employed by the Waterford Hotel Group, Inc. at 181 Third Avenue, Brooklyn, New York, excluding executive management, sales personnel, fire safety directors, and all other employees including guards and supervisors as defined by the National Labor Relations Act ("the Unit"). The election was scheduled to be conducted on May 31, 2018.

On May 29, 2018, the Employer notified the Region that effective May 25, 2018, it no longer employed any of the employees in the petitioned-for Unit. Accordingly,

IT IS HEREBY ORDERED that the election scheduled for May 31, 2018 is canceled.

The Employer or present onsite representative is requested to remove the Notices of Election and post a copy of this Order so that the employees may be advised that the election scheduled for May 31, 2018 is hereby canceled.

Dated: May 30, 2018

A handwritten signature in black ink, appearing to read "Kathy Drew-King", is written over a horizontal line.

KATHY DREW-KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

EXHIBIT H

Andrew D. Midgen

From: ocmlawyers@aol.com
Sent: Friday, July 27, 2018 2:45 PM
To: Isaaida.Carmona-Belliard@nlrb.gov; mfreud@troutbrookco.com; thendry@bsk.com; rpascucci@bsk.com; workerjusticelocal811@gmail.com; gmartin@nyhtc.org; Barry N. Saltzman; Andrew D. Midgen
Cc: Frank.Flores@nlrb.gov; Saulo.Santiago@nlrb.gov; Marilu.Arent@nlrb.gov
Subject: Re: 29RC-216327 Troutbrook Company LLC d/b/a Brooklyn 181 Hospitality LLC

Notice To All: Local 811 will not be participating any further in this proceeding. Warren Mangan

J. Warren Mangan, Esq.
O'Connor & Mangan, P.C.
271 North Avenue, Suite 206
New Rochelle, NY 10801
914-576-7630, Ext. 15
ocmlawyers@aol.com

-----Original Message-----

From: Carmona-Belliard, Isaaida <Isaaida.Carmona-Belliard@nlrb.gov>
To: mfreud <mfreud@troutbrookco.com>; thendry <thendry@bsk.com>; rpascucci <rpascucci@bsk.com>; workerjusticelocal811 <workerjusticelocal811@gmail.com>; ocmlawyers <ocmlawyers@aol.com>; gmartin <gmartin@nyhtc.org>; bsaltzman <bsaltzman@pittalaw.com>; amidgen <amidgen@pittalaw.com>
Cc: Flores, Frank W. <Frank.Flores@nlrb.gov>; Santiago, Saulo <Saulo.Santiago@nlrb.gov>; Arent, Marilu <Marilu.Arent@nlrb.gov>
Sent: Fri, Jul 27, 2018 2:15 pm
Subject: 29RC-216327 Troutbrook Company LLC d/b/a Brooklyn 181 Hospitality LLC

Good afternoon,

Please see the attached Order Rescheduling Hearing.

Sincerely,

Isaaida Carmona-Belliard

Secretary to the Assistant Regional Director
National Labor Relations Board
Region 22
20 Washington Place, 5th Floor
Newark, NJ 07102-3110
Phone# (862) 229-7044
Fax# (973) 645-3852
Email: Isaaida.Carmona-Belliard@nlrb.gov



NATIONAL LABOR RELATIONS BOARD

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